IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
KIKO USA, Inc.,	)	Case No. 18-10069 (MFW)
Debtor.[1]	)	

DEBTOR'S MOTION FOR ENTRY OF INTERIM AND FINAL ORDERS AUTHORIZING THE DEBTOR TO ENTER INTO POSTPETITION AGREEMENTS OUTSIDE THE ORDINARY COURSE

By this motion (the "**Motion**"), KIKO USA, Inc. ("**KIKO**" or the "**Debtor**"), as debtor and debtor in possession, seeks entry of interim and final orders substantially in the form attached hereto as **Exhibit A** and **Exhibit B** (the "**Interim Order**" and the "**Final Order**," respectively), pursuant to sections 105(a) and 363(b) of title 11 of the United States Code (the "**Bankruptcy Code**") and Rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**") authorizing the Debtor to enter into certain contracts (the "**Postpetition Agreements**") including, but not limited to, entering into a contract retaining Tiger Capital Group, LLC and Asset Recovery Advisors, a joint venture (collectively, "**Tiger**")[2] to remove and dispose of fixtures in the store locations slated for closure; and (b) granting related relief. In support of the Motion, the Debtor relies upon and incorporates by reference the *Amended Declaration of Frank Furlan in Support of Petition and First Day Motions* [D.I. 13] (the "**Furlan Declaration**"), filed with the Court on January 11, 2018 (the "**Petition Date**"). In further support of the Motion, the Debtor respectfully represents as follows:

1 The last four digits of the Debtor's federal tax identification number are 0805. The principal place of business for the Debtor is 470 Park Avenue South, 15th Floor New York, NY, 10016.

2 At this time, the Debtor does not contemplate entering into further non-ordinary course contracts. However, in the event the need arises, the Debtor will consult with any Committee appointed in this case once appointed.

JURISDICTION

1. The United States Bankruptcy Court for the District of Delaware (the "**Court**") has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2)(A), and the Debtor confirms its consent pursuant to Local Rule 9013-l(f) to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

2. The statutory predicates for the relief requested herein is sections 105(a) and 363(b) of the Bankruptcy Code and Bankruptcy Rules 6003 and 6004.

BACKGROUND

3. On the Petition Date, the Debtor commenced with this Court a voluntary case under chapter 11 of the Bankruptcy Code (the "**Chapter 11 Case**"). The Debtor continues to operate its business and manage its properties as debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in this Chapter 11 Case and, as of the date of the filing of this Motion, no official committees have been appointed or designated.

4. A more detailed description of the Debtor and its business, and the facts and circumstances supporting this Motion and the above-captioned Chapter 11 Case, are set forth in the Furlan Declaration.

RELIEF REQUESTED

5. The Debtor requests the Court enter an order, pursuant to sections 105(a) and 363(b) of the Bankruptcy Code and Bankruptcy Rules 6003 and 6004, authorizing the Debtor to enter into Postpetition Agreements.

6. Specifically, subject to entry of the Interim Order at the first day hearing, the Debtor seeks to enter into an agreement with Tiger, to dispose of fixtures at the stores slated for closure in the Debtor's bankruptcy case, effective as of the Petition Date on the terms and conditions set forth in the Agreement, as defined below.

7. Tiger and the Debtor have negotiated a Fixture Disposition Consulting Agreement (the "**Agreement**").[3] The terms and conditions setting forth Tiger's proposed engagement by the Debtor and its estate are contained in the Agreement annexed hereto as **Exhibit C**.

8. The Debtor requests that, upon approval of this Motion, the Court authorize Tiger's compensation and reimbursement of costs without further order of the Court and without the need to file any further applications.

Services to be Provided

9. As more fully detailed in the Agreement, the Debtor seeks relief to enter into the Agreement with Tiger to perform the following services: (i) remove from each Location, as defined in the Agreement, all the fixtures, furniture and equipment ("**FFE**"); (ii) leave each Location in broom clean condition; and (iii) upon agreement, assist with the packing and shipping of any merchandise not sold at any Location.

Compensation

10. As more fully set forth in the Agreement, subject to Court approval, the Debtor seeks to compensate Tiger $595,200.00 (the "**Total Fees**") for its services, inclusive of all

[3] To the extent there is any conflict between the Agreement and this Motion, the Agreement controls.

expenses, of $24,800 per Location. The Debtor has the right to remove any Location from the scope of Tiger's engagement based on discussions with the applicable landlord.

11. The Total Fees covers removal of the FFE at twenty-four (24) Locations slated for closure.

12. The Total Fees shall be paid as follows: (i) $148,000 due within five (5) days after entry of the Interim Order; (ii) $148,800 due on the later of February 5, 2018 or entry of the Interim Order; (iii) $297,600 (or the balance) due within 15 days of completion of all work.

13. The Debtor has negotiated favorable terms to encourage Tiger to perform the work as quickly as possible to minimize overall expense to the estate. Specifically, in the event Tiger does not complete a job by the Removal Date, as defined in the Agreement, Tiger shall be obligated to reimburse any rent that the Debtor is required to pay as result.

BASIS FOR RELIEF

14. The Debtor believes the relief sought in this Motion is in the best interest of the Debtor's estate and the Debtor's creditors.

15. Section 363(b)(1) of the Bankruptcy Code provides, in pertinent part, that a debtor or trustee "after notice and a hearing, may use . . . other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363 (b)(1). Section 105(a), in turn, provides that the Court "may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of [the Bankruptcy Code]." 11 U.S.C. § 105(a).

16. The proposed use, sale, or lease of property of the estate may be approved under Bankruptcy Code section 363(b) if it is supported by a sound business justification. *See Myers v. Martin (In re Martin)*, 91 F.3d 389, 395 (3d Cir. 1996); *see also In re Montgomery Ward*, 242 B.R. 147, 153 (D. Del. 1999) ("In determining whether to authorize the use, sale or lease of

property of the estate under this section, courts require the debtor to show that a sound business purpose justifies such action"). Under this standard, where a debtor "articulates a reasonable basis for its business decisions (as distinct from a decision made arbitrarily or capriciously), courts will generally not entertain objections to the debtor's conduct." *Committee of Asbestos-Related Litigants and/or Creditors v. Johns-Manville Corp.(In re Johns-Manville Corp.),* 60 B.R. 612, 616 (Bankr. S.D.N.Y. 1986).

17. Authorization for the Postpetition Agreements is in the best interest of the Debtor's estate.

18. Specifically, the Agreement ensures that the stores slated for closure will be returned to possession of the landlords as soon as possible. If the Debtor is not allowed to enter into the Agreement, the resulting delay could exponentially increase administrative expenses.

19. The Debtor's execution of the Agreement is reasonable, in the best interests of the Debtor's estate and creditors and will accomplish a sound business purpose. Specifically, the Agreement will enable the Debtor to efficiently wind down the stores slated for closure as quickly and efficiently as possible.

20. The Debtor submits that, in the exercise of its business judgement, the relief requested in this Motion is necessary, reasonable and in the best interests of its estate and creditors.

NOTICE

21. Notice of this Motion will be provided to (i) the Office of the United States Trustee for the District of Delaware; (ii) each of Debtor's 20 largest unsecured creditors; (iii) the Internal Revenue Service; (iv) the United States Attorney's Office for the District of Delaware; (v) the offices of the Attorneys' General for the states in which the Debtor operates; (vi) the U.S. Department of Justice; (vii) the landlords of each Location; and (viii) Tiger.

22. Notice of this Motion and any order entered hereon will be served on all parties as required by Local Rule 9013-1(m). In light of the nature of the relief requested herein, the Debtor respectfully submits that no further notice is required.

WHEREFORE, the Debtor respectfully requests entry of (a) the Interim Order, substantially in the form attached hereto as **Exhibit A**, and (b) the Final Order, substantially in the form attached hereto as **Exhibit B**, granting the relief requested herein and such other and further relief as is just and proper.

Dated: January 12, 2018
Wilmington, Delaware

/s/ Lucian B. Murley

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Proposed Counsel for Debtor and Debtor in Possession

EXHIBIT A

(**Interim Order)**

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
KIKO USA, Inc.,	)	Case No. 18-10069 (MFW)
Debtor.[4]	)	**Re: Docket No. ____**

INTERIM ORDER AUTHORIZING THE DEBTOR TO ENTER INTO POSTPETITION AGREEMENTS OUTSIDE THE ORDINARY COURSE

Upon the motion (the "Motion")[2] of KIKO USA, Inc. ("**KIKO**" or the "**Debtor**"), as debtor and debtor in possession in the above-captioned case, for entry of an order authorizing the Debtor to enter into the Postpetition Agreements and the Agreement, as more fully set forth in the Motion; and upon consideration of the Furlan Declaration; and the Court having jurisdiction to consider the motion and the relief requested herein pursuant to 28 U.S.C. §§ 157 and 1334, and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware* dated February 29, 2012; and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been given as provided in the Motion, and such notice having been adequate and appropriate under the circumstances; and it appearing that no other or further notice need be provided; and a hearing having been held to consider the relief requested in the Motion; and the Court having found and determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is in the best

[4] The last four digits of the Debtor's federal tax identification number are 0805. The principal place of business for the Debtor is 470 Park Avenue South, 15th Floor New York, NY, 10016.

[2] Capitalized terms used in this Interim Order but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

interest of the Debtor and its estate and creditors; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is granted on an interim basis.

2. The Debtor is authorized to enter into the Agreement attached to the Motion as **Exhibit C**.

3. Nothing in this Order shall impair the ability of the Debtor to (i) contest any claim brought under any Postpetition Agreement or the Agreement, (ii) contest the claims of any creditor pursuant to applicable law, or (iii) to otherwise dispute, contest, setoff, or recoup any claim or assert any right, claims or defenses related to any such claim.

4. The requirements set forth in Bankruptcy Rule 6004(a) are hereby waived.

5. Pursuant to Bankruptcy Rule 6004(h), the terms and provisions of this Order shall be immediately effective and enforceable upon its entry.

6. The requirements set forth in Bankruptcy Rule 6003(b) are satisfied by the contents of the Motion, statements made in the Furlan Declaration and/or the record at the hearing.

7. The terms and conditions of this Order shall be effective immediately upon its entry.

8. The Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and/or enforcement of the Order.

9. A final hearing to consider the relief requested in the Motion shall be held on February __, 2018 at _____ (Eastern Time), and any objections or responses to the Motion shall

be filed and served so as to be actually received on or prior to January __, 2018 at 4:00 p.m. (Eastern Time).

Dated: January _____, 2018

_____
Mary F. Walrath
United States Bankruptcy Judge

EXHIBIT B

(Final Order)

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
KIKO USA, Inc.,	)	Case No. 18-10069 (MFW)
Debtor.[5]	)	**Re: Docket No. ____**

FINAL ORDER AUTHORIZING THE DEBTOR TO ENTER INTO POSTPETITION AGREEMENTS OUTSIDE THE ORDINARY COURSE

Upon the motion (the "Motion")[2] of KIKO USA, Inc. ("**KIKO**" or the "**Debtor**"), as debtor and debtor in possession in the above-captioned case, for entry of an order authorizing the Debtor to enter into the Postpetition Agreements and the Agreement, as more fully set forth in the Motion; and upon consideration of the Furlan Declaration; and the Court having jurisdiction to consider the motion and the relief requested herein pursuant to 28 U.S.C. §§ 157 and 1334, and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware* dated February 29, 2012; and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been given as provided in the Motion, and such notice having been adequate and appropriate under the circumstances; and it appearing that no other or further notice need be provided; and a hearing having been held to consider the relief requested in the Motion; and the Court having found and determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is in the best

[5] The last four digits of the Debtor's federal tax identification number are 0805. The principal place of business for the Debtor is 470 Park Avenue South, 15th Floor New York, NY, 10016.

[2] Capitalized terms used in this Final Order but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

interest of the Debtor and its estate and creditors; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is granted on an final basis.

2. The Debtor is authorized to enter into the Agreement attached to the Motion as **Exhibit C**.

3. Nothing in this Order shall impair the ability of the Debtor to (i) contest any claim brought under any Postpetition Agreement or the Agreement, (ii) contest the claims of any creditor pursuant to applicable law, or (iii) to otherwise dispute, contest, setoff, or recoup any claim or assert any right, claims or defenses related to any such claim.

4. The requirements set forth in Bankruptcy Rule 6004(a) are hereby waived.

5. Pursuant to Bankruptcy Rule 6004(h), the terms and provisions of this Order shall be immediately effective and enforceable upon its entry.

6. The requirements set forth in Bankruptcy Rule 6003(b) are satisfied by the contents of the Motion, statements made in the Furlan Declaration and/or the record at the hearing.

7. The terms and conditions of this Order shall be effective immediately upon its entry.

8. The Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and/or enforcement of the Order.

Dated: February ____, 2018

_____
Mary F. Walrath
United States Bankruptcy Judge

EXHIBIT C

(Agreement)

FIXTURE DISPOSITION CONSULTING AGREEMENT

This Fixture Disposition Consulting Agreement (hereinafter "Agreement"), dated as of January 11 2018, between KIKO USA, Inc., with a principal place of business at 470 Park Avenue South, 15th Fl., New York, NY 10016 (the "Company") and a contractual joint venture comprised of Tiger Capital Group, LLC, with a principal place of business at 60 State Street, 11th Floor Boston, MA 02109 and Asset Recovery Advisors, LLC, 6231 PGA Blvd Suite 104-426 Palm Beach Gardens., FL 33418 (the "Consultant").

Company desires to retain Consultant to remove Company's FF&E (as defined in Section 2 herein) at its store locations identified in **Exhibit A** hereto (the "Location(s)").

1. Engagement: Company hereby appoints Consultant as its exclusive agent solely for the purpose of removing and disposing of the Company's designated FF&E (the "Project") at the Locations under the terms and conditions of this Agreement.

2. FF&E: For purposes of this Agreement, "FF&E" shall mean the Company's fixtures, furniture, equipment and other tangible personal property designated as such by the Company at the Locations. The Company is under no obligation to remove any fixtures or equipment other than those designated by the Company as FF&E. Consultant may conduct an inspection of FF&E as necessary to determine its merchantability but the Company assumes no responsibility for, and makes no representation regarding, the condition of the FF&E once removed.

3 Scope of Services:

(A) Consultant shall conduct the removal of the FF&E on an orderly basis in Consultant's sole discretion, and shall have a dedicated supervisor assigned to the project. Consultant shall set all operational policies and procedures for the disposition of the FF&E.

(B) Consultant shall remove (or have removed) all FF&E in the Locations (including lighting and any signage with the name "Kiko Milano" or "Kiko") no later than February 21, 2018 (the "Removal Date") and shall leave such Locations in "broom clean" condition for the Company after such removal; provided however, if Consultant fails to complete the removal and vacate any Location by February 28, 2018, for any reason other than a breach of this Agreement by the Company or reasons beyond Consultant's control, Consultant shall reimburse the Company for any rent that the Company is obligated to pay in relation to such Locations after March 1, 2018.

(C) At the Company's request, and for an additional fee of $650 per day, Consultant will provide one supervisor and one laborer to assist with the staging, packing and removal of any merchandise from any Location to a designated warehouse. In such instances, Company would provide packaging material and pay for shipping.

4 Fees and Expenses:
Consultant's fee shall be $24,800 per location, for a total of $595,200 for twenty four locations, payable as follows: $148,800 due within five (5) days after the entry of the Approval Order; $148,800 due on the later of the entry of the Approval Order and February 5, 2018; and $297,600 (or the balance) due within fifteen days of the completion of the project. Upon written notice to Consultant, Company may remove one or more locations in the event that Company reaches an agreement with the landlord for such location(s) or the landlord insists upon using its own contractor for this work. The fee shall be increased by $2,100 for any location that requires union workers conduct the work. Consultant shall be responsible for any expenses including

supervisors, contractors, travel, tools, trash removal and costs of trash removal in connection with the project

5 Representations, Warranties and Covenants: Company further represents, warrants and covenants to Consultant as follows:

(A) Subject to the entry of the Approval Order as set forth below, the Company has, and through the Removal Date will have, all consents and approvals, required by contract or otherwise, necessary to consummate and perform the transactions contemplated hereby (including without limitation all landlords, sublandlords, tenants or other third persons having any interest in any Location).

(B) Subject to the entry of the Approval Order as set forth below, the Company has the full and absolute right (i) to engage Consultant hereunder, (ii) to make the representations, warranties and covenants of the Company made herein, and (iii) to dispose of the FF&E, free and clear of all liens, claims, security interests, or other charges or encumbrances of any nature.

(C) Subject to the entry of the Approval Order as set forth below, no court order or decree of any federal, state or local court, governmental authority, or regulatory body is in effect, or through the Project term will be in effect, that would prevent or impair, or is required for the Company's consummation of, the transactions contemplated by this Agreement, and no consent of any third party which has not been obtained is, or during the Project term will be, required therefor.

(D) No contract or other agreement to which the Company is a party or by which the FF&E are bound (including without limitation any IT license) will prevent or impair the Project or any action contemplated by this Agreement.

(E) During the Project term, Consultant shall be able to remove the FF&E without delay, interruption or interference from any person, entity or action from whatever source until the Removal Date in each Location as is contemplated by this Agreement. Consultant shall have access to each Location for no less than seven (7) days prior to the final closing date of such Location and Consultant shall have a minimum of 5 days' notice of store closing date.

(F) The Company shall not create, incur, assume or suffer to exist any liens, claims, security interests, or other charges or encumbrances of any nature upon or with respect to any of the FF&E that would impair Consultant providing the services provided hereunder.

(G) No action, arbitration, suit, notice, or legal, administrative or other proceeding before any court or governmental body has been instituted by or against the Company, or has been settled or resolved, or to Company's knowledge, is threatened against or affects the Company, relative to FF&E, or which questions the validity of this Agreement, or that if adversely determined, would materially adversely affect the conduct of the Project.

(H) Prior to the commencement date, the Company will permanently remove from all of the FF&E any and all data relating to the Company's former customers and employees (including without limitation names, addresses (street and email), etc.), and any other data, programs, intellectual property and the like, the transference of which in connection with the Project would or might constitute a violation of applicable law or contract.

6 Indemnification; No Liability; Insurance:
(A) Consultant shall defend, indemnify, and hold harmless the Company, its affiliates, and their respective directors, officers, employees and representatives from and against any and all

losses, costs, expenses (including, but not limited to, reasonable attorneys' fees and disbursements), claims, liabilities and proceedings in connection with or related to or arising out of Consultant's gross negligence or unlawful conduct in connection with the Project, or any breach by Consultant of its obligations, representations or warranties hereunder.

(B) Notwithstanding the foregoing or any other provision of this Agreement, Consultant shall have no liability to Company, and no indemnification obligations hereunder, to the extent relating to or arising out of (i) hazardous materials claims or (ii) prior liabilities and proceedings relating to the Company, the FF&E, or each Location.

(C) Company shall defend, indemnify, and hold harmless Consultant, its affiliates, and their respective directors, officers, employees and representatives from and against any and all losses, costs, expenses (including, but not limited to, reasonable attorneys' fees and disbursements), claims, liabilities and proceedings in connection with or related to or arising out of (i) Company's gross negligence or unlawful conduct in connection with the Project, (ii) any breach by Company of its obligations or representations/warranties hereunder, or (iii) any hazardous materials claims relating to the FF&E, the Locations or the Project.

(D) From the date hereof through the Removal Date, Company shall insure the FF&E and the Locations under its policies of insurance on terms and conditions consistent with Company's insurance of same in the ordinary course of business.

(E) From the date hereof through the Removal Date, Consultant shall maintain liability insurance policies (including, but not limited to, product liability, comprehensive public liability insurance and auto liability insurance) covering injuries to persons and property in or in connection with the provision of services hereunder at the Locations, and shall cause Company to be an additional insured with respect to all such policies.

7 Relationship: Company and Consultant acknowledge and agree that nothing contained in this Agreement shall be construed to create a relationship between them as employer/employee, joint venturers, or partners. It is the intention of the parties that each party be deemed independent of the other. Nothing in this Agreement shall cause or deem to cause either party to assume or have any liability, directly or indirectly, for any debt or other obligation of the other party of any nature whatsoever.

8 Waiver: No waiver by a party hereto of a breach or default hereunder by the other party shall be considered valid, unless in writing signed by such first party.

9 Entire Agreement: This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof, and supersedes any and all prior agreements or understandings between Company and Consultant, whether written or oral, relating to any or all matters covered by and contained or otherwise contemplated by this Agreement. No modification, change or amendment of the Agreement or any of its provisions shall be valid unless in writing and signed by both parties.

10 Notice: Any notice provided for herein shall be in writing and shall be deemed to have been given when: (i) personally delivered; (ii) when sent by telecopier and confirmed within forty-eight (48) hours by letter mailed or delivered to the party to be notified; or (iii) three (3) days following deposits for mailing by first class registered or certified mail, return receipt requested. Notices shall be delivered to the parties at their respective addresses set forth above.

11 Binding: This Agreement be binding upon, and shall inure to the benefit of, each party and its respective successors, affiliates and permitted assigns.

12 Assignment: The parties' respective rights and obligations under this Agreement may not be assigned or delegated by either party without the prior written consent of the other party.

13 No Third Party Beneficiaries: This Agreement and any document related thereto shall not create, or be deemed or construed to have created, any third party beneficiary rights.

14 Severability: If any provision of this Agreement, or the application thereof, to any extent is held by any court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason whatsoever, the remainder of this Agreement shall be enforced to the extent permitted, and the application of the remaining terms or provisions hereof shall not be affected thereby.

15 Counterparts: This Agreement may be executed via facsimile or other electronic transmission and in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute a single agreement.

16 Bankruptcy Court Approval: The parties' obligations under this Agreement are subject to the entry by the Bankruptcy Court with jurisdiction over the Company having entered the Approval Order (as defined below) on or before January 17, 2018, and such order not having been stayed. "Approval Order" shall mean one or more orders of the Bankruptcy Court in form reasonably acceptable to Consultant authorizing the Company to (a) retain Consultant on the terms set forth herein, (b) pay Consultant its compensation on the terms set forth herein without further order of the Bankruptcy Court, and (c) enter into and consummate the transactions set forth herein including the removal of the FF&E.

KIKO USA, Inc.

By: _____ _____

Name: FRANK FURLAN DAVIDE CRAVERO

Title: CEO - USA CFO - USA

Date: 01/11/2018 01/11/2018

A Joint Venture comprised of TIGER CAPITAL GROUP, LLC and ASSET RECOVERY ADVISORS, LLC

By: _____

Name: Mark P. Naughton

Title: Senior General Counsel

Date: January 11, 2018

EXHIBIT A
Location Lists

Store No.	Location

EXHIBIT B
Scope of Work

RE: Scope of Work; Asset Recovery Advisors-Tiger Group/Kiko Milano

OVERVIEW:
Asset Recovery Advisors/Tiger will provide services, in the 24 Kiko Milano store locations, to completely liquidate/remove all furniture, fixtures and equipment leaving the locations "broom cleaned" for proper transfer to the landlords of the locations.

WORK TO BE COMPLETED:
Asset Recovery Advisors/Tiger will remove any and all displays including lighting, all signage associated with the Kiko Milano name, cap all electrical as needed and remove all other fixtures not associated with the assigned location.

OBJECTIVE:
Asset Recovery Advisors/Tiger will have a dedicated manager assigned to all locations ensuring proper removal of all fixtures in a timely fashion alleviating work/hassle to be completed by members of Kiko Milano.

ADMINISTRATION:
In order to meet all requirements mentioned Asset Recovery Advisors/Tiger will require a 5-day notice prior to the initial store closing date and will need to obtain access to the store for a full 7 days prior to the stores final closing date.

TIMELINE:
Asset Recovery Advisors/Tiger will remove any and all fixtures mentioned in each of the 24 locations by February 21, 2018.